

## The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,  
AMAZON.COM SERVICES LLC, a Delaware  
limited liability company, and AMAZON  
TECHNOLOGIES, INC., a Nevada corporation,

## Plaintiffs.

V.

Does 1-20, unknown parties doing business as "REKK," and the following individuals: Domantas Radeckas, Noah Page, Skylar Robinson, Luke Colvin, Alejandro Taveras, Andrew Ling, Brandon Sukhram, Cosmin Sopca, Jenny Tran, Olaf Booji, and Ryan Bates.

## Defendants.

No. 2:23-cv-01879-JLR

**AMENDED COMPLAINT FOR  
DAMAGES AND INJUNCTIVE  
RELIEF**

## I. INTRODUCTION

1. Amazon brings this case against an international fraud organization called REKK, which is principally operated by an individual in Lithuania named Domantas Radeckas. REKK is responsible for stealing millions of dollars of products from Amazon's online stores through systematic refund abuse. Through this lawsuit, Amazon aims to expose Defendants' conspiracy and hold them accountable for their fraudulent activity.

2. Protecting customers and earning the trust of selling partners are core values at Amazon. Retail theft is a persistent problem that plagues online and physical retailers alike. One form of retail theft involves systematic refund fraud, which undermines Amazon's ability to efficiently serve customers and selling partners. Customers who shop in Amazon's online stores should be delighted with their purchases, and if they are not, they should be able to easily return the product. Amazon has built one of the most trusted brands in the world, in part based on its highly trusted customer service and refund process. Sophisticated fraudsters—like Defendants—exploit the refund process for their own financial gain. Their activity leaves retailers and honest consumers to bear the brunt of increased costs, decreased inventory, and poor return experiences.

3. Led by Radeckas, Defendants are individuals from around the world who operated under the name “REKK.” REKK was one of the largest organizations in an underground industry that offers fraudulent refunds to users. Among other places, REKK operated a Telegram channel that has over 30,000 followers, where they brazenly advertised refund services that they fully admit were fraudulent. In this scheme, bad actors who wanted a free product (like an iPad) paid REKK a fee (such as 30% of the product’s cost) to obtain a fraudulent refund. REKK used sophisticated methods to obtain the refund, including socially engineering Amazon Customer Service, phishing Amazon employees, manipulating Amazon’s systems through unauthorized access, and bribing Amazon insiders to grant refunds. The Defendants’ scheme tricked Amazon into processing refunds for products that were never returned; instead of returning the products as promised, Defendants kept the product *and* the refund. REKK boasted that the organization fraudulently refunded over 100,000 orders from

1 retailers (not just Amazon). Radeckas funneled the proceeds from this fraudulent conduct  
 2 through multiple avenues, including with assistance from an individual in the country of Jordan  
 3 who operated financial accounts for use by Radeckas. Defendants in this case include REKK's  
 4 operators, certain egregious REKK users, and former Amazon employees REKK bribed to  
 5 facilitate refunds. Together, they conspired to defraud Amazon and should be held to account  
 6 for the significant harm caused to retailers and consumers.

## 7 II. PARTIES

### 8 A. Amazon Plaintiffs

9 4. Amazon.com, Inc., is a Delaware corporation with its principal place of business  
 10 in Seattle, Washington.

11 5. Amazon.com Services LLC is a Delaware company with its principal place of  
 12 business in Seattle, Washington. Amazon.com Services LLC is the successor to Amazon.com  
 13 Services, Inc.

14 6. Amazon Technologies, Inc., is a Nevada corporation with its principal place of  
 15 business in Seattle, Washington.

### 16 B. Defendants

17 7. Defendants are known and unknown parties who conspired and operated in  
 18 concert with each other to engage in the refund fraud scheme detailed in this Complaint.  
 19 Defendants are subject to liability for their wrongful conduct both directly and under principles  
 20 of secondary liability including, without limitation, respondeat superior, vicarious liability,  
 21 and/or contributory infringement.

22 8. Defendants fall into three categories: (1) Domantas Radeckas and certain  
 23 currently unknown parties who operated REKK and currently operate DIVO, a refund fraud  
 24 service provider (collectively, "REKK Operator Defendants"); (2) known individuals who  
 25 engaged with REKK's fraud service to obtain refunds for products (collectively, "REKK User  
 26 Defendants"); and (3) corrupt Amazon insiders—former employees who facilitated the refunds  
 27 in exchange for bribes paid by REKK (collectively, "Amazon Insider Defendants").

## **(1) REKK Operator Defendants**

9. Defendants Domantas Radeckas and Does 1-20 are individuals and/or entities who worked in active concert with each other to operate a refund fraud service provider doing business as REKK. The identities of the Does 1-20 REKK Operator Defendants are presently unknown to Amazon. The REKK Operator Defendants advertised their services and conducted the fraudulent scheme through numerous methods, including the Telegram accounts “@refundingclub,” “@rekks,” “@rekksupport,” and “@rekkvouchers.” While operating under the name REKK, they took deliberate steps to conceal their true identities.

10. As discussed in further detail below, after Amazon filed its Complaint, REKK purportedly ceased operating the refund fraud scheme or “sold” the operation to other refund service providers according to public statements on REKK’s channels. This was just another ruse. Instead of ceasing its fraudulent conduct, REKK reemerged as “DIVO Refunds,” which is a factual and legal successor to REKK. DIVO advertises its services and conducts the fraudulent scheme through numerous methods, including the Telegram accounts “@DIVOREFUND” and “@DIVOVOUCHES.”

11. Domantas Radeckas is an individual who, on information and belief, resides in Lithuania.

## (2) REKK User Defendants

12. Andrew Ling is an individual who, on information and belief, resides in New York.

13. Brandon Sukhram is an individual who, on information and belief, resides in New York.

14. Cosmin Sopca is an individual who, on information and belief, resides in England.

15. Jenny Tran is an individual who, on information and belief, resides in England

16. Olaf Booij is an individual, who on information and belief, resides in the Netherlands

17. Ryan Bates is an individual who, on information and belief, resides in Canada.

2 (3) **Amazon Insider Defendants**

3 18. Noah Page is an individual who, on information and belief, resides in Tennessee.

4 19. Skylar Robinson is an individual who, on information and belief, resides in  
5 Kentucky.

6 20. Luke Colvin is an individual who, on information and belief, resides in

7 Tennessee.

8 21. Alejandro Taveras is an individual who, on information and belief, resides in New  
9 Jersey.

10 **III. JURISDICTION**

11 22. The Court has subject matter jurisdiction over Amazon's federal claims for  
12 trademark infringement (15 U.S.C. § 1114) and violations of Section 43(a) of the Lanham Act  
13 (15 U.S.C. § 1125(a)) under 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a).

14 23. The Court has ancillary subject matter jurisdiction over Amazon's common law  
15 claims for fraudulent misrepresentation, negligent misrepresentation, conversion, unjust  
16 enrichment, breach of contract, and civil conspiracy because they are substantially related to the  
17 federal claims.

18 24. The Court also has diversity jurisdiction over Amazon's claims against the  
19 Defendants under 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000 and is  
20 between citizens of different states.

21 25. The REKK Operator Defendants and REKK User Defendants consented to the  
22 exclusive jurisdiction of this Court by agreeing to the Amazon Conditions of Use ("COU"),<sup>1</sup>  
23 which provides that any dispute or claim relating in any way to accessing or shopping at  
24 Amazon.com will be adjudicated in the state or federal courts in King County, Washington.

25 26. The Court has personal jurisdiction over the Defendants because they each  
26 transacted business and committed tortious acts within and directed to this District at all times

27 <sup>1</sup> Available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM>.

1 material to the allegations herein. Amazon's claims arise from those activities, and Defendants  
 2 harmed Amazon, which resides in this District. The REKK Operator Defendants and REKK  
 3 User Defendants affirmatively undertook to do business with Amazon, and the principal place of  
 4 business for Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies, Inc., is  
 5 in Seattle, Washington. The REKK Operator Defendants and the REKK User Defendants  
 6 established a binding and enforceable contract with Amazon.com Services LLC by consenting to  
 7 Amazon's COU. Further, the REKK Operator Defendants, by accessing the REKK User  
 8 Defendants' Amazon accounts as part of the scheme, also established a binding and enforceable  
 9 contract with Amazon.com Services LLC. The Amazon Insider Defendants are employed by  
 10 Amazon.com Services LLC, which has its principal place of business in Seattle, Washington.

11       27. The Court also has personal jurisdiction over the Defendants under 18 U.S.C. §  
 12 1965(b) because the Defendants have sufficient minimum contacts with the United States and  
 13 Amazon's claims arise from those contacts.

14       28. Venue is proper in this Court under 28 U.S.C. § 1391(b) because a substantial part  
 15 of the events giving rise to the claims occurred in the District. Venue is also proper in this Court  
 16 because the REKK User Defendants and REKK Operator Defendants consented to it under the  
 17 COU.

18       29. Intra-district assignment to the Seattle Division is proper because the claims arose  
 19 in this Division where (a) Amazon resides, (b) injuries giving rise to suit occurred, and  
 20 (c) Defendants directed their unlawful conduct. *See* Local Civil Rule 3(e).

#### 21                   IV. FACTS

##### 22                   A. Amazon Product Returns

23       30. Amazon is a highly trusted brand enjoyed by customers around the world as a  
 24 store for products and services. One of Amazon's most popular features is its user-friendly order  
 25 and return policies.

26       31. Amazon fulfills customer orders by retrieving the product from its source location  
 27 (such as an Amazon fulfillment center) and shipping the product to the customer's location using

1 Amazon's own shipping services, the U.S. Postal Service ("USPS"), or a common carrier (e.g.,  
 2 UPS, FedEx, DHL, etc.).

3       32. Customers can initiate a product return to Amazon by contacting Amazon through  
 4 a variety of methods, including on Amazon's mobile app, emailing, conducting an online chat  
 5 session, completing an online form, or calling customer service. Once a return request is  
 6 processed, customers receive a shipping label to send the product back to Amazon. Refunds are  
 7 generally credited to the payment method (typically a credit or debit card) connected to the  
 8 customers' accounts. If a customer fails to return the product, Amazon may refuse to grant a  
 9 refund or may rebill the customer for the product.

10      33. In addition to obtaining a refund through a product return, Amazon allows  
 11 customers to request a refund for products that are not delivered or arrive damaged, inoperable,  
 12 or deficient in some other way. If the refund request is granted by Amazon, the order amount is  
 13 credited back to the customer using the payment method associated with the customer's account.

14      34. There is no fee to obtain a refund from Amazon, and Amazon offers robust  
 15 customer support to aid in the refund process.

16      **B. Refund Fraud as a Service**

17      35. Genuine refunds are a standard and expected component of the retail industry.  
 18 Amazon customers should be delighted with their purchases, and they should have the ability to  
 19 easily return a product if they are not.

20      36. Unfortunately, fraudsters exploit the refund process for their own financial gain to  
 21 the detriment of honest consumers and retailers who must bear the brunt of increased costs,  
 22 decreased inventory, and service disruption that impacts genuine customers. Refund fraud  
 23 affects the entire retail industry, including physical and online retailers alike.

24      37. Some fraudsters—like Defendants—have created organized operations to  
 25 systematically defraud retailers at scale. These operations, such as REKK, have created  
 26 illegitimate "businesses" offering fraudulent refunds to individuals around the world who are  
 27 knowingly engaging with and participating in the fraud in order to receive expensive electronics

1 and other products for free. These fraudulent schemes operate as an underground industry that  
2 enables a multitude of bad actors to conspire to take part in (and benefit from) sophisticated  
3 fraudulent activity.

4       38.    These organized refund fraudsters brazenly advertise their services across  
5 numerous forums and social media channels—competing against each other to partner with other  
6 bad actors to grow their organizations. Among other tactics, they post user testimonials on  
7 messaging channels demonstrating the success of the operation. These user testimonial posts are  
8 referred to as “vouches.” The following is a sample vouch bragging about a \$19,000 Amazon  
9 theft posted on REKK’s channel:

10                   [screenshot on following page]

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REKK Refund Service 

**Order Details**

[View or Print invoice](#)

Shipping Address	Payment Method	Order Summary
		Item(s) Subtotal: \$18,666.99 Shipping & Handling: \$0.00 Total before tax: \$18,666.99 Estimated tax to be collected: \$1,120.02 <b>Grand Total:</b> \$19,787.01 <b>Refund Total:</b> \$19,787.01

**Transactions**

Refund: Processing July 30, 2023 - \$4,607.82  
Refund: Processing July 30, 2023 - \$4,745.61  
Refund: Processing July 30, 2023 - \$4,607.82  
Refund: Processing July 30, 2023 - \$4,607.82  
Refund: Processing July 30, 2023 - \$1,217.94

Total: \$19,787.01

**4 Shipments**

[Track package](#)

 Apple 2023 MacBook Air Laptop with M2 chip: 13.3-inch Liquid Retina Display, 8GB Unified Memory, 512GB SSD Storage, 1080p FaceTime HD Camera, Touch ID. Works with iPhone/iPad; Silver  
Sold by: Amazon.com Services LLC

[Get product support](#)

[Return or replace items](#)

[Share gift receipt](#)

[Write a product review](#)

[Archive order](#)

\$1,449.00

AMAZON.COM refunds shipped to USA & WORLDWIDE   
AMAZON.CA instant refunds also available. 

[FULL AMAZON.COM INFORMATION](#)

 51  12  9  4  3  2  2  2

 16.4K edited 10:41 AM

### C. Amazon's Efforts To Stop Fraudulent Refund Schemes

39. Amazon has taken considerable measures to combat organized theft, fraud, and abuse—including return fraud. In 2022 alone, Amazon spent \$1.2 billion and employed over 15,000 people to fight theft, fraud, and abuse across its stores. Amazon uses sophisticated machine learning (“ML”) models to proactively detect and prevent fraud. It also employs investigators to manually review activity to prevent fraud. When fraud is detected, Amazon takes a variety of measures to stop the activity, including warning customers against continued activity, closing accounts, and preventing customers who engaged in refund fraud from opening new accounts.

1       40. Further, Amazon has specialized teams that detect, investigate, and stop the most  
 2 egregious fraud driving increased costs and disruption to services for genuine customers. These  
 3 teams work around the world to aggregate fraud activity and attribute the activity to specific  
 4 criminals. This work feeds direct action against the bad actors.

5       41. Amazon's Customer Protection & Enforcement team ("CPE") works to combat  
 6 external threats that harm customers, partners, and Amazon. Comprised of attorneys, former  
 7 prosecutors, and expert analysts, CPE investigates and stops organized crime schemes affecting  
 8 customers, partners, and Amazon—including refund fraud like this case. CPE takes direct legal  
 9 action against the bad actors responsible for the harm, including working with law enforcement  
 10 around the world to hold the bad actors accountable.

11       42. As part of its efforts to combat refund fraud, CPE has taken direct action and  
 12 supported law enforcement action against the bad actors responsible for numerous refund fraud  
 13 schemes, resulting in arrests as well as criminal and civil damages. Amazon continues to  
 14 investigate and take action against refund fraud schemes—like the one Defendants operate.

15       **D. The REKK Operator Defendants' Role in the Fraudulent Scheme**

16       43. REKK targeted Amazon's online stores in the United States, Canada, and Europe.  
 17 Among other places, the REKK Operator Defendants used the Telegram accounts  
 18 “@refundingclub,” “@rekks,” “@rekksupport,” and “@rekkvouches” to advertise their services  
 19 and interact with people seeking to obtain fraudulent refunds from Amazon. The REKK  
 20 Operator Defendants also advertised their services and interacted with people seeking fraudulent  
 21 refunds on Nulled (under username “rekk”), Reddit (under username “rekksalt” and subreddit  
 22 “r/REKKRefundService”), and Discord (under username “rekk#5319”).

23       44. REKK's primary Telegram channel, “@refundingclub,” advertised its page as  
 24 “REKK Refund Service” and had 35,644 subscribers as of December 5, 2023. The channel was  
 25 created on November 14, 2019, and started advertising its services in January 2021. The  
 26 following is a screenshot of the channel information:  
 27

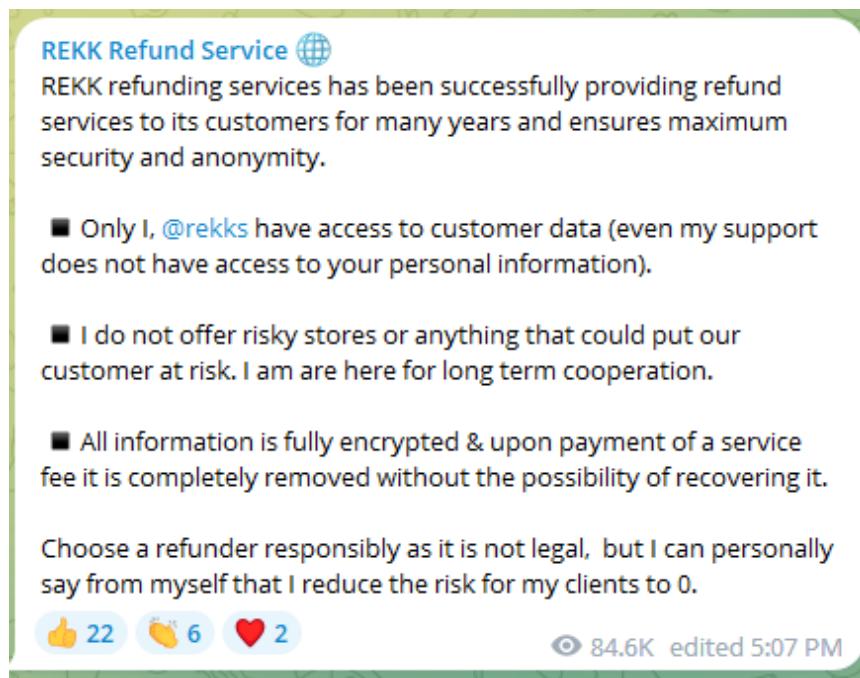
## Channel Info



## REKK Refund Service...

35,644 subscribers

45. The channel had several “pinned” posts, which allowed new users to obtain general information about what services REKK offered. The screenshot on the following page was a pinned post in which REKK advertised its “many years” of service, acknowledging that its services were illegal, and promising to reduce the risk to its users to “0”:



46. REKK's Nulled account also described the services REKK offers. The following are two posts in which REKK advertised completing over "100k+ orders," servicing "33000+ customers," offering "worldwide refunds," and earning a "profit" from a "very wide selection of stores." and boasting they are "the strongest in our field."

1 REKK REFUND SERVICE - TOP SELLING & VOUCHEDED SERVICE ON NULLED.TO

2 REFUNDING ALLOWED

3

4 [prev](#) Page 2 of 118 [1](#) [2](#) [3](#) [4](#) [next](#) [»](#) [Please log in to reply](#)

5 REKK'S REFUNDS | 100K+ ORDERS COMPLETED | 33000+ CUSTOMERS | 10000+ VOUCHEDES GROUP | TELEGRAM GROUP |  
\$100,000 LIMITS | WORLDWIDE REFUNDS

6

7 Posted 20 November 2019 - 12:53 AM #11

8 Thank you for your lovely words. I am honored to work with you lads!

9 And we continue to work and profit! We have a very wide selection of stores and we can safely say that we are  
10 currently the strongest in our field. Therefore, PEOPLE - choose responsibly. You have to choose the best for  
the best results, the highest profit! I recommend that you consult the contacts below before purchasing.

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12 47. REKK's subreddit "REKKRefundService" similarly described the services that  
13 REKK offered and explained in a detailed question-and-answer format how REKK operated.  
14 The following are posts in which REKK advertised that "[t]he REKK Refunding Service uses  
15 methods that guarantee your money will be refunded to you every single time," REKK had a  
16 "large user list of over +33,000 Customers," and also had "over +100,000 orders, and over  
17 +10,000 vouches on [REKK's] telegram group." REKK clearly described to prospective users  
18 what their service offered: "refunding is when you buy a product and then trick the company into  
19 thinking you have returned the product."

20 [screenshots on the following page]

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27

r/REKKRefundService • 20 days ago  
by rekksalt[Join](#)

...

## 🌐🌐 The Best And Only Refunding Service You'll Ever Need 🌐🌐

Refunding as a service is something that's been around for years.

let me just tell you right now exactly what you want to know: It **IS** real and it **DOES** work. However, I've seen quite a few scammers on sites like Reddit selling their "**services**." These people charge money up front and run away with your hard earned cash, leaving you poor.

I do **not** do this. I provide the service first and **THEN** ask for payment.

To prove to you I am legit, I'm going to explain a few popular methods that have been used in the past as well as why these methods no longer work. There are still some scammers out there who claim that these methods do work, but there is a very high amount of risk. Risks such as being rebilled, your account(s) being flagged, your account(s) being deleted, or in the worst case scenario, legal issues.

**Q:** What Is The Rekk Refunding Service?

**A:** To put it simply, refunding is when you buy a product and then trick the company into thinking you have returned the product. Whether you trick the company into thinking you did not receive the item, complain the item is broken or pretend you did send it back, these are all methods people use to refund. However, their success rate has gone down a lot in recent years. Especially after the Covid pandemic when more and more people began to order online. The Rekk Refunding Service uses methods that guarantee your money will be refunded to you every single time. Check the telegram for which stores are currently available.

**Q:** Does It Work?

**A:** My services guarantee zero risk to the customer. If you don't believe me, you can join my telegram and view the countless vouches I have from satisfactory customers.

**Q:** Will I Be Safe?

**A:** Yes. If my services were unsafe, I would not have such a large client list of over +33,000 Customers, over +100,000 orders, and over +10,000 vouches on my telegram group. Be sure to let me know you came from Reddit :)

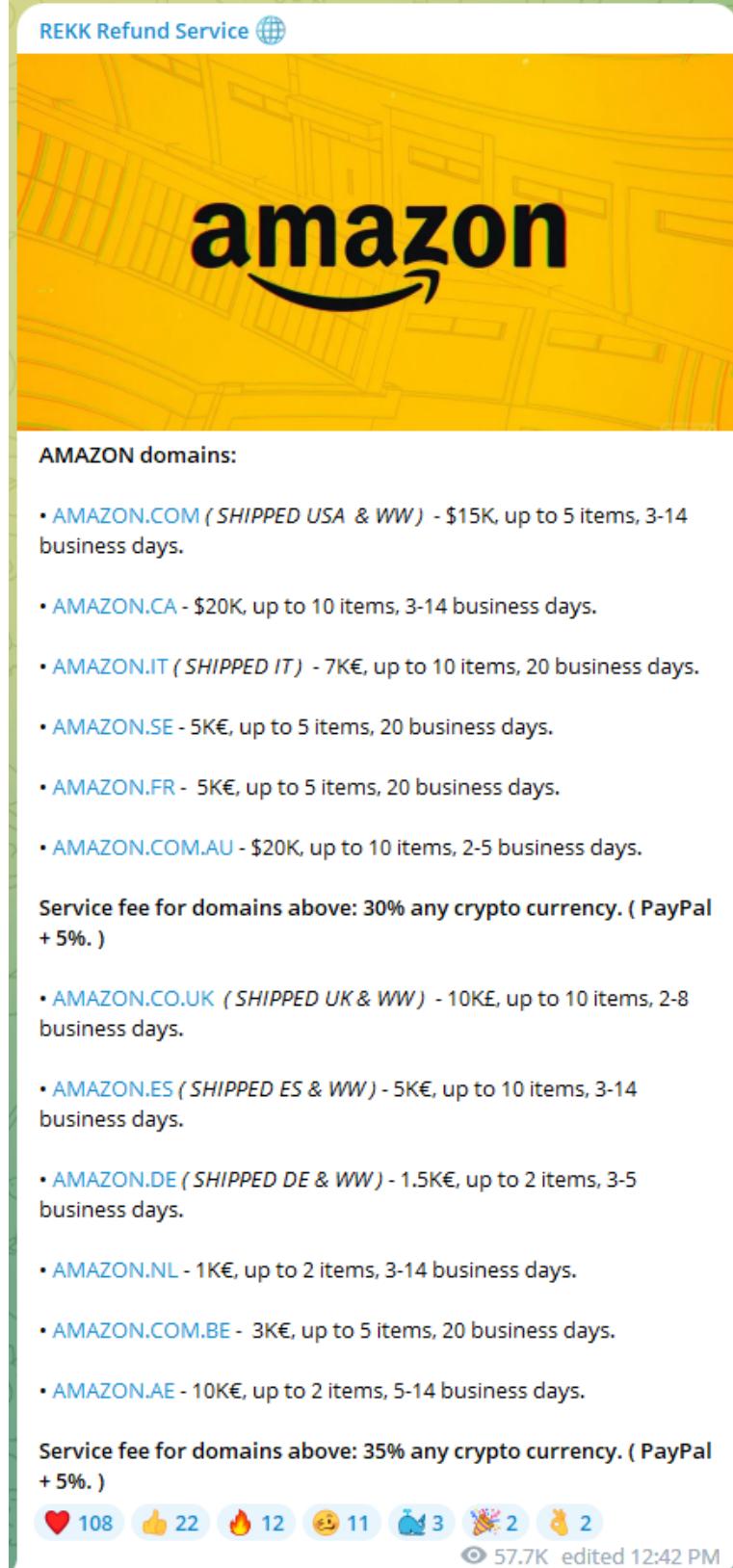
48. Another pinned post on REKK's Telegram channel linked to REKK's "store list," which provided instructions on REKK's refunding service, its fee (the minimum order fee is \$100) and instructed customers to contact REKK before placing an order. REKK even provided prospective customers a list of the stores it targeted for refund fraud and other details about its fraud service, with the portion relevant to Amazon in the screenshot on the following page:

## Amazon stores 🔥

Stores	Limits	Items	Timeframe ( days )	Fee	Country ( WW = Worldwide )	Notes
Amazon.com	\$10000	5	3 to 10	30%	WW	Items must be shipped by Amazon.
Amazon.ca	\$20000	10	3 to 10	30%	WW	Items must be shipped by Amazon.
Amazon.com.au	\$20000	10	3 to 10	30%	WW	Items must be shipped by Amazon.
Amazon.co.uk	\$10000	5	2 to 5	30%	WW	Items must be shipped by Amazon.
Amazon.ae	\$5000	5	2 to 5	35%	WW	Items must be shipped by Amazon.
Amazon.de	€10000	5	3 to 10	35%	WW	Items must be shipped by Amazon.
Amazon.es	€10000	5	30	30%	ES	Items must be shipped by Amazon.
Amazon.it	€5000	5	30	30%	IT	Items must be shipped by Amazon.
Amazon.se	€2000	5	30	30%	SE	Items must be shipped by Amazon.
Amazon.nl	€2000	2	5-14	35%	NL & BE	Items must be shipped by Amazon.
Amazon.com.be	€2000	2	3-7	35%	BE	Items must be shipped by Amazon.

49. Amazon was one of REKK's targeted retailers. REKK advertised that it provided "fast refunds" if certain criteria for an Amazon order were met. REKK also prominently featured Amazon's trademarks, drawing attention and initial interest from Amazon customers. The following are partial screenshots of three different posts on the REKK Refunding Service channel about Amazon returns, each depicting Amazon trademarks without authorization:

[screenshots on the following pages]



1 REKK Refund Service 

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— AMAZON.CO.UK

- Any amount, any limit. 3RD party sellers works.
- Only shipped within UK.
- Refund takes 3-5 days.
- ORDERS NOT OLDER THAN 60 DAYS.
- Apart service form, nothing else is required.

—40% CRYPTO.

—MINIMUM ORDER 2K GBP.

[CLICK HERE FOR AMAZON UK INSIDER FORM](#)

 49  25  7  3

51.9K edited 2:06 PM

14 REKK Refund Service 

15  REKK Refund Service 

16 AMAZON domains: • AMAZON....

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The most popular AMAZON domains now:

- AMAZON.CA - 1-5 business days.
- AMAZON.COM - 3-5 business days.
- AMAZON.COM.AU - 2-5 business days.
- AMAZON.CO.UK - 2-5 business days.
- AMAZON.AE - 2-5 business days.
- AMAZON.ES - 3-7 business days.

• FULL AMAZON INFORMATION

• SERVICE VOUCHES

• SERVICE FORM

 9  3  1

2351 7:40 AM

1 50. REKK capitalized on Amazon's reputation and goodwill by using Amazon's  
2 trademarks to help generate initial interest in REKK's refund fraud services. As certain User  
3 Defendants have confirmed, Amazon customers were drawn to REKK's channels under the  
4 initial impression that REKK offered legitimate return services, which were detailed directly  
5 underneath Amazon's logo. As Amazon customers continued navigating REKK's channels,  
6 however, the illegal nature of its services became more apparent, and REKK benefited from the  
7 attention raised by the use of Amazon's trademarks.

8        51.      REKK charged its users a 30% or 35% fee for Amazon refunds and an additional  
9      5% fee if the user pays via PayPal.

52. REKK's users began by placing an order directly from a retailer, like Amazon. Once an order was placed, REKK users were directed to complete a "service form" located at URL [https://docs.google.com/forms/d/e/1FAIpQLScONJZGAWL5FaJZ-0hunEy58YQTR8E9WmK1Umbd1vs4hI\\_Ecw/viewform](https://docs.google.com/forms/d/e/1FAIpQLScONJZGAWL5FaJZ-0hunEy58YQTR8E9WmK1Umbd1vs4hI_Ecw/viewform). The following is a partial screenshot of the service form:

# R3KK'S SERVICE FORM

Always make sure that the form is filled out correctly and the information is correct to avoid any confusion or delays in the process.

Please always double check if you are talking to me.

**TELEGRAM:** <https://t.me/rekks>

**TELEGRAM MAIN CHANNEL:** <https://t.me/refundingclub>

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Sign in to Google to save your progress. [Learn more](#)

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\* Indicates required question

24 53. Users provided REKK the following information on the service form: Telegram  
25 username, store, whether users wanted to pay by Bitcoin or via PayPal, the total order amount,  
26 the customer's name, email address, billing, and shipping address on the account used to place

1 the order, the tracking number and carrier that delivered the order, the payment method, and any  
 2 other information the customer chose to share, as shown below:

3

4 WHICH CARRIER DELIVERED? \*

5 For example UPS, FEDEX, USPS etc. If you don't know which courier delivered, just write "I  
 6 don't know"

7 Your answer

8

9 ORDER PAYMENT METHOD? \*

10 For example Credit Card, Debit Card, PayPal, KLARNA etc.

11 Your answer

12

13 ANY NOTES? ( OPTIONAL )

14 Write if you think I should know something important. Please do not hide if the order is  
 15 already failed or another service tried to attempt it. Respect our time.

16 Your answer

17

18 **Submit** **Clear form**

19 54. Once REKK was engaged, REKK contacted users to arrange for 50 percent of the  
 20 service fee to be paid in advance. REKK then employed one of the following fraudulent  
 21 measures to obtain refunds for their users:

22 a. **Social engineering:** Users provided their Amazon login credentials to REKK, and  
 23 REKK then contacted Amazon Customer Service posing as the user. REKK  
 24 provided false information to manipulate the customer service associate to grant  
 25 their users a refund.

26 b. **Amazon systems manipulation:** REKK gained unauthorized access to Amazon's  
 27 systems used in the genuine workflow to return and refund products. Among  
 other tactics, REKK sent (or caused to be sent) phishing messages to Amazon  
 employees to obtain Amazon credentials. Through this unlawful access, REKK  
 processed fraudulent refunds.

- c. **Insider bribery:** REKK identified and recruited Amazon employees responsible for approving genuine returns. REKK then bribed these employees to falsely approve unreturned orders as returned.

d. **Materially different returns:** REKK requested refunds for products, and REKK or its users returned packages to Amazon that were empty or contained low value items different than the original product for which the users were issued refunds. These fake returns were designed to deceive Amazon's systems into believing the Defendants returned the correct item.

9       55. The REKK User Defendants who paid via PayPal paid two different PayPal  
10 accounts—an account controlled by a user purportedly in the United States and an account based  
11 in Jordan. On information and belief, the REKK Operator Defendants then disbursed the funds  
12 from these accounts to obfuscate the ultimate destination.

13        56.    In employing the various fraud schemes detailed in the preceding paragraph, the  
14 REKK Operator Defendants acted in concert with the REKK User Defendants and the Amazon  
15 Insider Defendants to circumvent Amazon's controls to prevent refund fraud. Defendants'  
16 scheme caused Amazon to provide millions of dollars in refunds for products that were not  
17 returned. Amazon also incurred significant customer support costs to process the fraudulent  
18 refunds in an amount to be determined and substantial expenses in excess of \$75,000 to  
19 investigate Defendants' fraudulent activities.

## E. Amazon Verification of REKK's Fraudulent Services

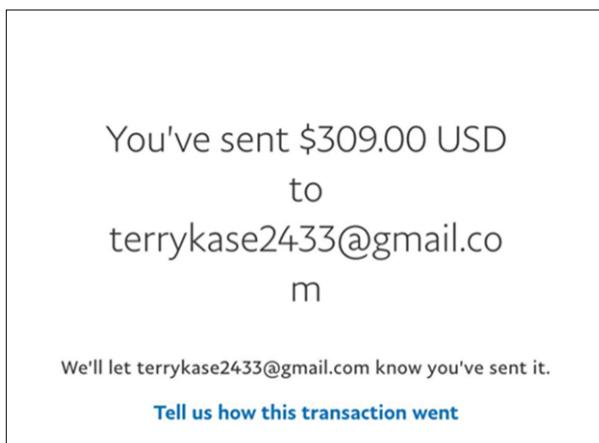
21        57. An investigator working for Amazon's outside counsel placed an order on  
22 Amazon.com for a 2021 Apple 12.9-inch iPad Pro (Wi-Fi 2 B) – Space Gray to be shipped to an  
23 address in the U.S.

24 58. Amazon charged the investigator \$2,066.99, including fees and taxes, and  
25 provided the investigator with an order number and UPS tracking number.

26 59. Soon after, the investigator navigated to REKK's Telegram channel  
27 (@refundingclub) and completed REKK's service request form, which included providing

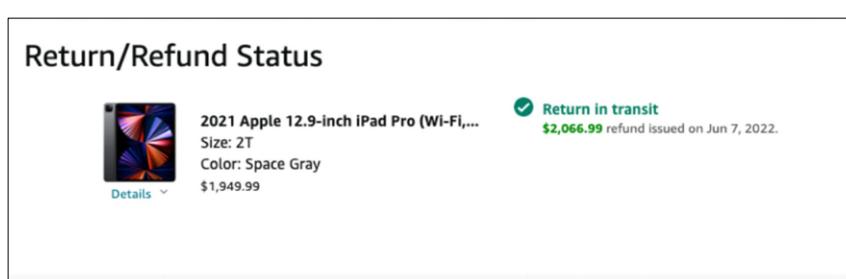
1 REKK with the order, tracking number, and a brief statement that the product had not yet been  
 2 received.

3       60. Through Telegram, REKK responded stating that the fees were “25% BTC 30%  
 4 PP So half 15% if PayPal upfront \$309.” The investigator paid \$309 to REKK via PayPal and  
 5 received a confirmation from PayPal that the payment went to an account registered to the email  
 6 address [terrykase2433@gmail.com](mailto:terrykase2433@gmail.com). A partial screenshot is provided below:



15       61. The investigator received further information from PayPal’s “transaction details”  
 16 description for the transaction. The description showed that the payment went to an account  
 17 using the name “Merla Mullenberg.”

18       62. After payment, REKK stated that the refund would be issued in 48 to 72 hours.  
 19 The investigator then noted that Amazon.com had issued a refund in the amount of \$2,066.99  
 20 and provided a statement “Return in transit.” A partial screenshot of the investigator’s Amazon  
 21 account is provided below:



1       63.    Amazon reviewed the shipment tracking data associated with the investigator's  
 2 Amazon order ID and the UPS tracking number. The UPS tracking data showed indications of  
 3 manipulation. The UPS data indicated that the package was being returned to sender because a  
 4 customer in Roswell, Georgia, had refused delivery of the package—even though the package  
 5 was never in Georgia and the investigator never refused delivery. After Amazon issued a refund  
 6 for the purportedly undeliverable package, the investigator received the package at the intended  
 7 address, and UPS shipping data was updated to reflect the delivery. The shipment tracking data  
 8 is provided below:

Date	Time	Location	Event Details
Tuesday, June 7	10:33 AM	Meridian ID US	Package delivered.
Tuesday, June 7	8:32 AM	Meridian ID US	Package is out for delivery.
Sunday, June 5	9:42 AM	Roswell GA US	Customer refused delivery.
Sunday, June 5	9:42 AM	Roswell GA US	Package is returning to seller because recipient did not accept it.
Sunday, June 5	9:42 AM	Roswell GA US	Delivery refused by the customer and the package is being held by the carrier. Please contact the carrier if you would still like to receive this package, otherwise it will be returned to Amazon.
Saturday, June 4	7:22 AM	Boise ID US	Package arrived at a carrier facility.
Saturday, June 4	5:23 AM	Cedar Rapids IA US	Package left the carrier facility.
Saturday, June 4	4:37 AM	Cedar Rapids IA US	Package arrived at a carrier facility.
Saturday, June 4	4:23 AM	Louisville KY US	Package left the carrier facility.
Friday, June 3	11:05 AM	Louisville KY US	Package arrived at a carrier facility.
Friday, June 3	1:00 AM	Greensboro NC US	Package left the carrier facility.
Thursday, June 2	6:24 PM	Greensboro NC US	Package arrived at a carrier facility.
Thursday, June 2	4:00 PM	Raleigh NC US	Package left the carrier facility.
Thursday, June 2	12:07 PM	Raleigh NC US	Package arrived at a carrier facility.
Thursday, June 2	11:45 AM	Garner NC US	Package left the carrier facility.
Thursday, June 2	9:05 AM	Garner NC US	Package arrived at a carrier facility.
Thursday, June 2		---	Carrier picked up the package.

21  
 22       64.    REKK provided the investigator with the following "BTCPay" URL to complete  
 23 his remaining payment via Bitcoin: <https://hermespay.org/payment-requests/9b10f6c6-b738-4a23-bab4-6f34652fdb6b>. The page showed a payment request for \$516.00 and username  
 24 @cptam00. When the investigator clicked the "pay invoice" button that appeared on the  
 25 website, he was directed to BTCPay. The BTCPay page provided the name "refund.one" for  
 26 REKK and displayed wallet address bc1qgvn42wsxdxue3e7kdzklqy25zvyq5a5qx4yqq6. The  
 27

1 investigator completed payment of 0.01706717 BTC to the listed wallet address. Five days later,  
 2 the wallet subsequently sent the payment of 0.01706717 BTC to another wallet address:  
 3 1HoAnAjC7WuXtAVCajBh4jQVVJwaiDRGt.

4       65. Following payment, REKK asked the investigator to provide a “vouch” for the  
 5 Amazon refund on a Nulled discussion page, URL <https://www.nulled.to/topic/921203-rekks-refunds-100k-orders-completed-20000-customers-10000-vouches-group-telegram-group-100000-limits-worldwide-refunds/page-1>.

8       **F. Amazon’s Investigation of REKK Operator Defendant Domantas Radeckas**

9       66. Amazon’s extensive investigation identified REKK’s principal operator as an  
 10 individual named Domantas Radeckas. In concert with the other Defendants, Radeckas  
 11 spearheaded REKK’s operation, including the marketing of REKK’s services on Telegram and  
 12 other platforms as well as the fraudulent conduct against Amazon to obtain illicit refunds on  
 13 behalf of Defendants.

14       67. Among many email addresses, Radeckas uses “domasklanas@gmail.com”  
 15 “raderdomantas@gmail.com” “domantasradeckas@gmail.com” “domasandbenas@gmail.com”  
 16 “domasdomen@gmail.com” “ddomenas@gmail.com” and “ddomse@yahoo.com”. He also uses  
 17 the usernames “Sh4m4n” “Sh4m4ns” “sh4m4nsss” “rekktus” and “rekk” (among many others)  
 18 with online service providers.

19       68. On November 8, 2019, six days before REKK appeared for the first time on  
 20 Telegram, Domantas Radeckas changed his MultiPlayer Game Hacking (“MPGH”) Forum  
 21 username from “sh4m4ns” to “REKK.” Domantas Radeckas used the same profile photo for  
 22 both the “sh4m4ns” and “REKK” user profiles on the MPGH Forum as REKK’s user profile on  
 23 the REKK Telegram channel. A screenshot of the username change and profile picture is on the  
 24 following page.

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27

1 11-08-2019 #1

2 rekk ☆ Novice

3 PREM SELR  
PREM IUM

4 

5 Join Date: Sep 2017

6 Gender: ♂

7 Posts: 14

8 Reputation: 25

9 Thanks: 12

10  

11 11-08-2019 #2

12 [MPGH]Liz ☆ Previous name "sh4m4nss".

13 MPGH Keyboard Bully

14 69. On April 13, 2020, on cracked.io, an online forum, the user “sh4m4nss” changed  
15 their username to “REKK.”

16

17  CRACKED.IO  
— BEYOND THE LIMITS —

18 Cracked.io Profile of rekk Username History

19 YOU HAVE ONE UNREAD PRIVATE MESSAGE FROM RABBIZ TITLED REMOVED

20 You are not upgraded. Click here to see what you get by upgrading your account!

21 Username History for rekk

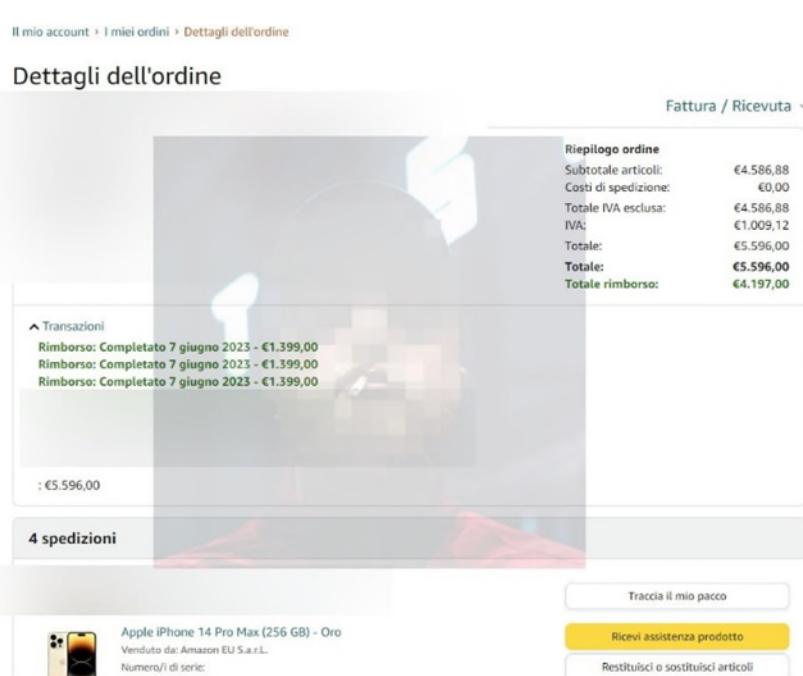
Old Username	Date Changed
sh4m4nss	13 April, 2020 - 01:13 PM

22

23 70. Amazon identified IP addresses located in Lithuania that were used to access  
24 Amazon accounts associated with Radeckas, as well as other accounts connected to the REKK  
25 scheme that obtained fraudulent concessions. The concessions tied to Radeckas’s IP addresses  
26 include high-value items such as Lego items, Apple laptops, and Ring cameras that were

1 commonly targeted by REKK. Amazon also compared these refunded order IDs to vouches  
2 posted on the REKK Telegram channel and located multiple matches, confirming that  
3 Radeckas's IP address was directly associated with accounts which obtained (and publicly  
4 promoted) fraudulent refunds. These vouches are listed in Exhibit C.

5        71.      For example, on June 7, 2023, REKK accessed an Amazon account from an IP  
6 address associated with Domantas Radeckas and obtained a refund for an Apple iPhone 14 Pro  
7 Max for 4,197.00 Euros. A vouch for this refund was posted on REKK's Telegram account, a  
8 screenshot of which is below.



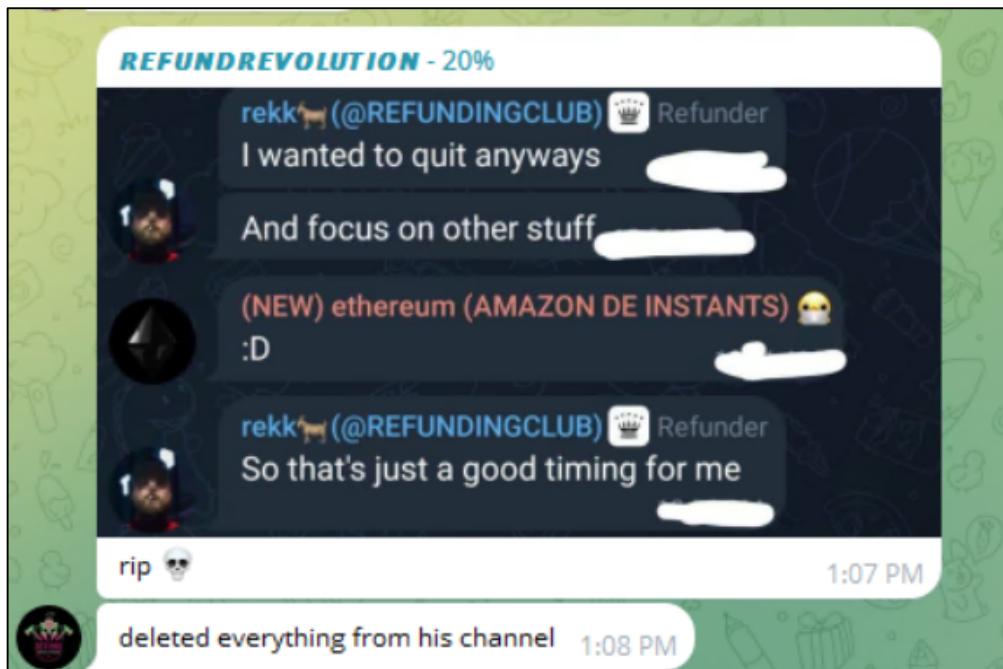
72. Other customer accounts accessed from Domantas Radeckas's IP address show similarities to known REKK fraudulent refunds. Many of the refunds on accounts accessed from Radeckas's IP addresses were for high-value Apple products. The most common reason for the refunds was a shipping error which typically indicates the return tracking was fraudulently rerouted or the envelope may have contained a label that was manipulated. This activity is consistent with REKK's fraudulent refunding activity.

1       73.     Based upon the preceding information, and on information and belief, Domantas  
 2 Radeckas was the primary operator and principal leader of REKK.

3       74.     Based upon the preceding information, and on information and belief, Domantas  
 4 Radeckas created the REKK Telegram channel.

5       **G.     Reemergence of REKK as DIVO Refunds**

6       75.     After filing its Complaint in this case, Amazon posted the lawsuit on the REKK  
 7 Telegram channel. Shortly thereafter, REKK deleted the vast majority of posts from its main  
 8 Telegram channel, “@refundingclub” (as well as “@rekks” and “@rekkvouches”). A screenshot  
 9 of the messages on Telegram are below.

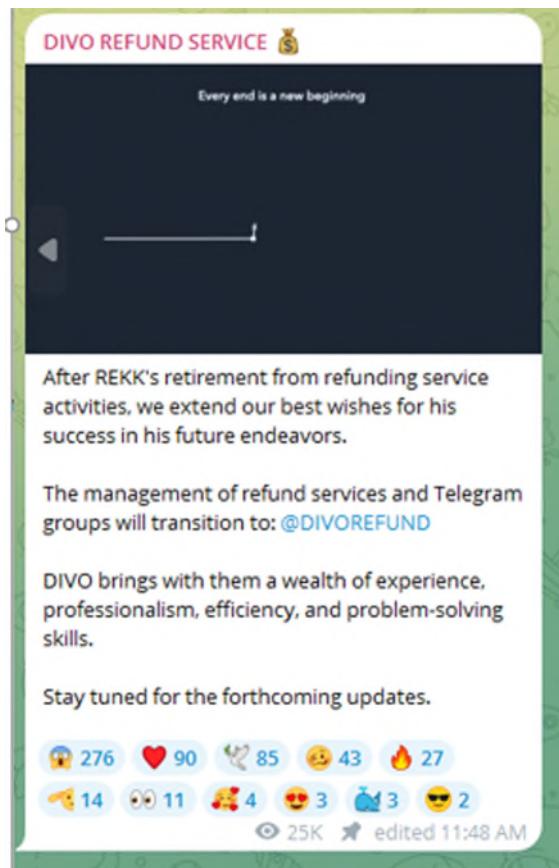


21       76.     Despite REKK claiming it “wanted to quit anyways” and deleting its Telegram  
 22 presence, REKK simply re-emerged as its successor DIVO. The “@rekkvouches” Telegram  
 23 channel has changed its name to “REKK VOUCHES (ON HOLD).” The channel has 7,545  
 24 subscribers as of May 24, 2024.

25       77.     There has only been one post on the channel, stating “JOIN:  
 26 @DIVOVOUCHES.” A screenshot of this message is on the following page.



9           78. The first message on “@DIVOREFUND’s” channel “@REFUNDINGDEALS”  
10 claimed REKK “retired” from refunding service activities, and “management of refund services  
11 and Telegram groups will transition to: @DIVOREFUND.” The “@REFUNDINGDEALS”  
12 channel has 111,895 subscribers. A screenshot of this message is below.



1       79.     “@DIVO REFUND VOUCHES” includes two other Telegram contacts in its  
 2 description: “@DIVOREFUND,” identified as the “owner account”; and  
 3 “@REFUNDINGDEALS,” the main channel. “@DIVOREFUND” was created on March 10,  
 4 2024. The profile photo for this channel features REKK’s historical profile photo in the  
 5 background. A screenshot of the profile photo is below.



16       80.     DIVO’s methods to implement its scheme are similar to the methods used by  
 17 REKK. Like REKK, DIVO accepts both cryptocurrency and PayPal as payment methods. It  
 18 charges a thirty percent fee for cryptocurrency payments and a thirty-five percent fee for PayPal  
 19 payments.

20       81.     Like REKK, DIVO uses an intake form. The intake form is hosted on  
 21 CryptPad.fr, an end-to-end encrypted collaboration suite based in France.

22       82.     DIVO also posted vouches to its “@DIVOVOUCHES” channel to advertise its  
 23 services. An example of a vouch is on the following page.

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Order Summary	
Item(s) Subtotal:	\$10,999.95
Shipping & Handling:	\$0.00
Environmental Handling Fee	\$2.00
Total before tax:	\$11,001.95
Estimated GST/HST:	\$550.10
Estimated PST/RST/QST:	\$1,097.43
Grand Total:	\$12,649.48
Refund Total:	\$12,649.48

6 **Transactions**

7 Refund: Completed March 15, 2024 - \$9,947.12

8 Refund: Completed March 17, 2024 - \$2,702.36

9 Total: \$12,649.48

10 **2 Shipments**

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Apple Puce M3 pour ordinateur portable MacBook Pro 2023 avec processeur 8 coeurs, GPU 10 coeurs : écran Retina XDR liquide de 14,2", mémoire unifiée de 8 Go, stockage SSD de 1 To. Fonctionne avec

\$2,349.99

Condition: New

Buy it again

Apple Puce M3 pour ordinateur portable MacBook Pro 2023 avec processeur 8 coeurs, GPU 10 coeurs : écran Retina XDR liquide de 14,2", mémoire unifiée de 8 Go, stockage SSD de 512 Go, fonctionne avec

3

Track package

Get product support

Return or replace items

Share gift receipt

Write a product review

83. Additionally, at least one vouch posted on DIVO's Telegram channel relates to a customer account that was accessed by an IP address in Lithuania also used by the REKK accounts. Other customer accounts with vouches on DIVO's Telegram channel have been accessed by the same IP addresses as customers of REKK.

84. For example, on April 3, 2024, DIVO accessed an Amazon account from an IP address associated with Domantas Radeckas and obtained a refund for a Serweet 12-Inch

1 Memory Foam Hybrid Queen Mattress for \$332.46. A vouch for this refund was posted on  
 2 DIVO's telegram account, a screenshot of which is below.

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Order Summary

Item(s) Subtotal:	\$309.99
Shipping & Handling:	\$0.00
Total before tax:	\$309.99
Estimated tax to be collected:	\$22.47
Grand Total:	\$332.46
Refund Total:	\$332.46

Transactions

Refund: Processing March 26, 2024 - \$332.46

Total: \$332.46

Track package

Get product support

Return or replace items

Share gift receipt

Write a product review

Archive order

Serweet 12 Inch Memory Foam Hybrid Queen Mattress - Heavy Coils for Durable Support - Pocket Innersprings for Motion Isolation - Pressure Relieving - Medium Firm - Made in Century-Old Factory

Sold by: Amazon.com Services, Inc.

Return eligible through Jun 30, 2024

\$309.99

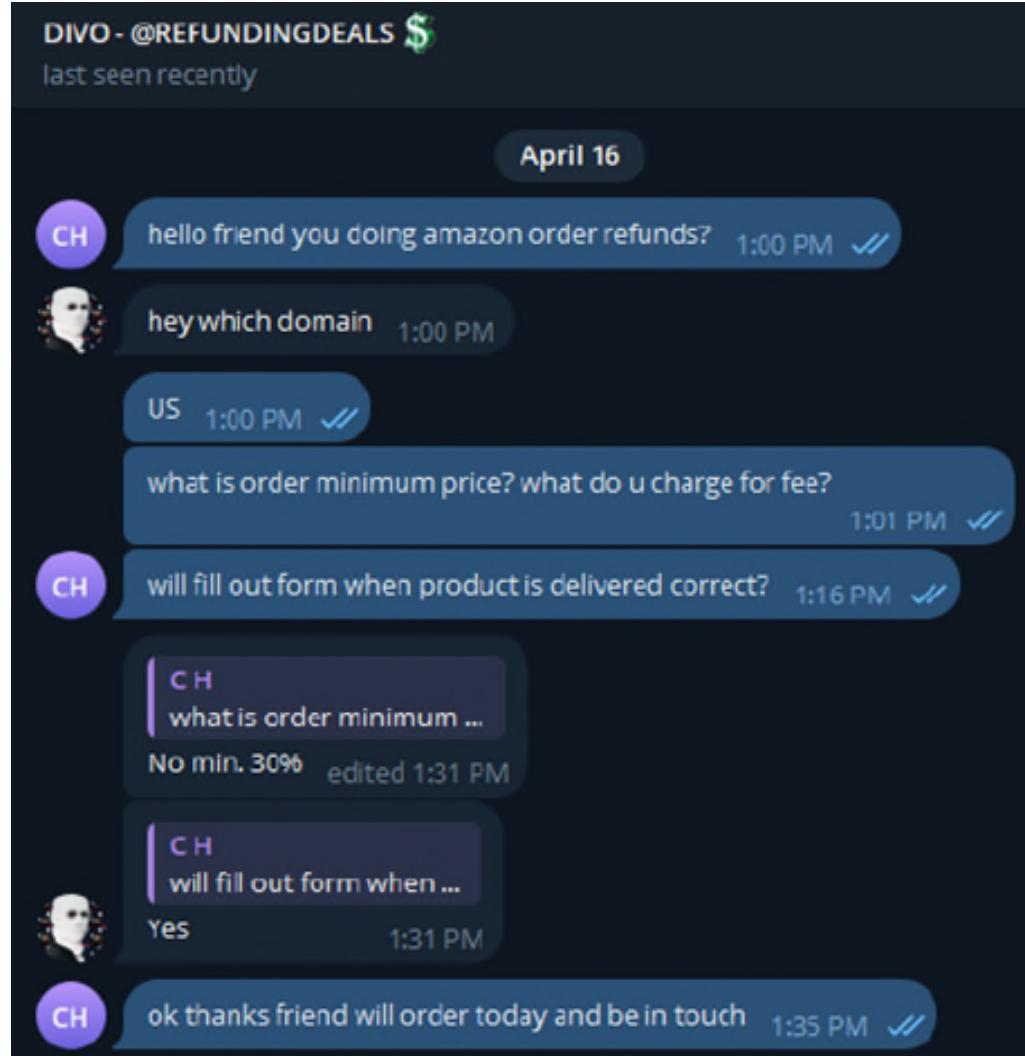
Condition: New

Buy it again

13 85. On information and belief, DIVO is operated by Domantas Radeckas, the same  
 14 individual who operated REKK.

15 **H. Amazon's Verification of DIVO's Fraudulent Services**

16 86. An investigator working for Amazon's outside counsel initiated a chat  
 17 conversation on Telegram with the user "DIVO - @REFUNDINGDEALS." REKK, posing as  
 18 DIVO, informed the investigator there was no order minimum and that he charged 30% for his  
 19 services. A screenshot of that conversation is on the following page.



87. The investigator then placed an order on Amazon.com for an Apple Watch Series 9 [GPS 41 mm] Smartwatch with Midnight Aluminum Case with Midnight Sport Band M/L to be shipped to an address in the U.S.

88. Amazon charged the investigator \$322.92, including fees and taxes, and provided the investigator with an order number and an Amazon shipping tracking number.

89. Soon after, the investigator contacted DIVO again through Telegram. The investigator was directed to fill out an intake form hosted on CryptPad.fr, which included providing the order number, tracking number, product names, and payment method. Screenshots of the order form are on the following pages.

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DIV0 R3FS

## DIV0 R3FUNDS

CONFIRM YOU'RE TALKING WITH ME: [@DIVOREFUND](#)

FEE IS PAID ON REFUND CONFIRMATION.

1. TELEGRAM USERNAME ( @ ) Required  
[REDACTED]

2. STORE NAME: Required  
Amazon.com

3. HOW DO YOU PREFER TO PAY FOR YOUR ORDER?  
 Crypto ( Any crypto )  
 PayPal ( +5% )

4. ORDER NUMBER: Required  
[REDACTED]

5. ORDER NAME ( NAME & SURNAME ): Required  
[REDACTED]

6. BILLING NAME ( NAME & SURNAME ): Required  
[REDACTED]

7. ORDER EMAIL: Required  
[REDACTED]

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7. ORDER EMAIL: [REDACTED] Required

8. ORDER TOTAL ( PRICE ): 322.92 Required

9. SHIPPING & BILLING ADDRESS [REDACTED] Required

10. PHONE NUMBER: [REDACTED] Required

11. PRODUCT NAMES YOU ORDERED OR IMGUR LINKS: Apple Watch Series 9 [GPS 41mm] Smartwatch with Midnight Aluminum Case with Midnight Sport Band M/L. Fitness Tracker, i Required

12. TRACKING NUMBER(S): [REDACTED] Required

13. WHICH CARRIER DELIVERED? Amazon Required

14. ORDER PAYMENT METHOD? Visa Required

15. ANY NOTES? ( OPTIONAL ) Thanks! Required

→ [cryptpad.fr/form/#/2/form/view/87vLlvmTq9AU9PtAXvn52+FTon16h-awuO61iN7hbE/](https://cryptpad.fr/form/#/2/form/view/87vLlvmTq9AU9PtAXvn52+FTon16h-awuO61iN7hbE/)     

13. WHICH CARRIER DELIVERED? Required  
Amazon.

14. ORDER PAYMENT METHOD? Required  
Visa

15. ANY NOTES? ( OPTIONAL ) Required  
Thanks!

Character limit: 7/1000

Please choose how you would like to answer this form:

Answer anonymously

Answer as [REDACTED]

RESET SUBMIT

 **CryptPad**

90. The investigator was then directed to create a mail.com or proton.me email account, change their Amazon account email address to the newly created email, and remove any two-factor authentication and cellphone numbers from their Amazon account. DIVO informed the investigator “you just wait.” DIVO also changed the mail.com password after he received the account details.

91. The investigator received the Apple Watch—exactly as ordered—at the intended address. The investigator then received an email from Amazon Customer Service to the investigator’s newly created mail.com email address stating they were investigating an order reported missing and requesting a police report. DIVO provided Amazon a false police report.

92. The investigator also accessed their Amazon account's chat history with Amazon Customer Service. The chat history contained multiple statements from DIVO, logged into the

1 investigator's account, to Amazon Customer Support claiming that the product ordered was not  
2 received and they had instead received an empty package.

3 93. Amazon then issued a refund totaling \$322.92 to the investigator's debit card.

4 94. Through Telegram, DIVO provided the investigator with the email address  
5 “Handsounds@outlook.com” to submit a payment through PayPal. The investigator then  
6 completed a payment of \$101.85 to the email address “Handsounds@outlook.com.” After  
7 completing payment, the investigator received further information from PayPal’s “transaction  
8 details” description for the transaction. The description showed that the payment went to an  
9 account using the name “Jaber Rasol.” A screenshot of the PayPal transaction is below.

JR	Jaber Rasol	-\$101.85
	May 22, 2024 . Money Sent	
<hr/>		
❶ Your recipient should have the money by June 22, 2024.		
<b>Paid with</b>	<b>Contact info</b>	
PayPal balance	\$101.85 <a href="#">Message Jaber Rasol</a>	
<b>Transaction ID</b>	<b>Details</b>	
5CP01785AV542533H	Sent to Jaber Rasol	\$97.00
	Fee	\$4.85
	<b>Total</b>	<b>\$101.85</b>

## I. The REKK User Defendants' Role in the Fraudulent Scheme

95. Each of the twenty known REKK User Defendants played a critical role in conspiring to defraud Amazon. Each Defendant sought out REKK based on its extensive web presence promoting its fraudulent conduct, engaged and conspired with REKK for the purposes of obtaining one or more free products from Amazon, and then actively promoted REKK's success online to expand the scheme's reach.

96. The REKK User Defendants each engaged in the following conduct in furtherance of their role in the fraudulent scheme:

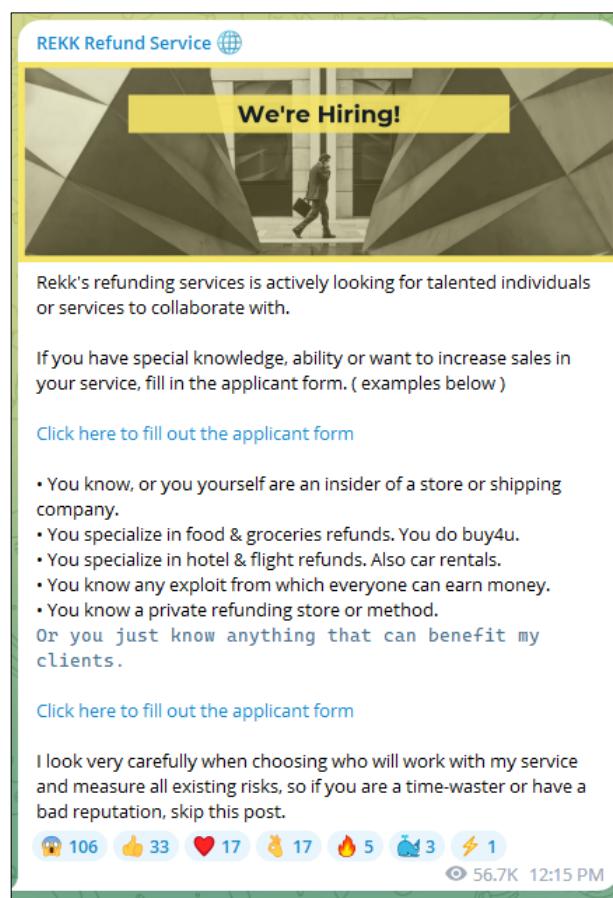
- 1 a. They each subscribed to or monitored REKK's online presence, including the
- 2 REKK Telegram channel, and, therefore, each saw REKK's clear statements that
- 3 it was engaged in a fraudulent refund scheme.
- 4 b. They each placed one or more orders from Amazon for products with the intent to
- 5 commit refund fraud using REKK's refund fraud services.
- 6 c. Conspiring with REKK, they requested and received refunds from Amazon for
- 7 those products using one of REKK's fraudulent methods described above.
- 8 Specific examples of each Defendant's fraudulent activity in connection with
- 9 REKK are detailed in Exhibit A to this Complaint and incorporated within the
- 10 allegations of this Complaint.
- 11 d. They each also obtained other fraudulent concessions from Amazon without the
- 12 assistance of REKK. Each fraudulent concession was obtained through material
- 13 misstatements or omissions to Amazon that resulted in each Defendant obtaining
- 14 free products from Amazon.
- 15 e. They each agreed to the Amazon COU which provides that anyone shopping at
- 16 Amazon (1) may not misuse the Amazon Services; (2) may use those services
- 17 "only as permitted by law"; and (3) agrees to accept responsibility for all
- 18 activities that occur under their account or password.
- 19 f. They each provided one or more vouches for REKK's fraudulent refund service
- 20 that REKK used to solicit new members to join the conspiracy to expand its
- 21 fraudulent activity.

22 97. As an example, Defendant Andrew Ling placed an Amazon order for five Apple  
 23 iPads, causing the products to be shipped via Amazon Logistics. After receiving the products,  
 24 Ling engaged REKK to receive a fraudulent refund of the products. REKK then used a phishing  
 25 attack against an Amazon fulfillment center associate to manipulate Amazon's systems to show  
 26 that all five of Ling's iPads were returned (when none were). As a result, Ling and REKK stole  
 27 five iPads, and REKK received hundreds of dollars for facilitating the fraud.

1       98.     As another example, Defendant Jenny Tran placed an Amazon order for two  
 2 Apple MacBook Air laptops over the internet, causing the products to be shipped via Amazon  
 3 Logistics. After receiving the products, Jenny Tran engaged REKK to receive a fraudulent  
 4 refund of the products. REKK and Tran falsely claimed that the products were never received,  
 5 and they even provided a falsified police report to show that the product was not received. As a  
 6 result, Tran and REKK stole two MacBook laptops and REKK received hundreds of dollars for  
 7 facilitating the fraud.

8           **J.     The Amazon Insider Defendants' Role in the Fraudulent Scheme**

9       99.     REKK identified and recruited Amazon employees to join its scheme. REKK  
 10 recruited these insiders on Reddit, LinkedIn, or directly on its Telegram channel. The following  
 11 is a post from the Telegram channel recruiting Amazon insiders:



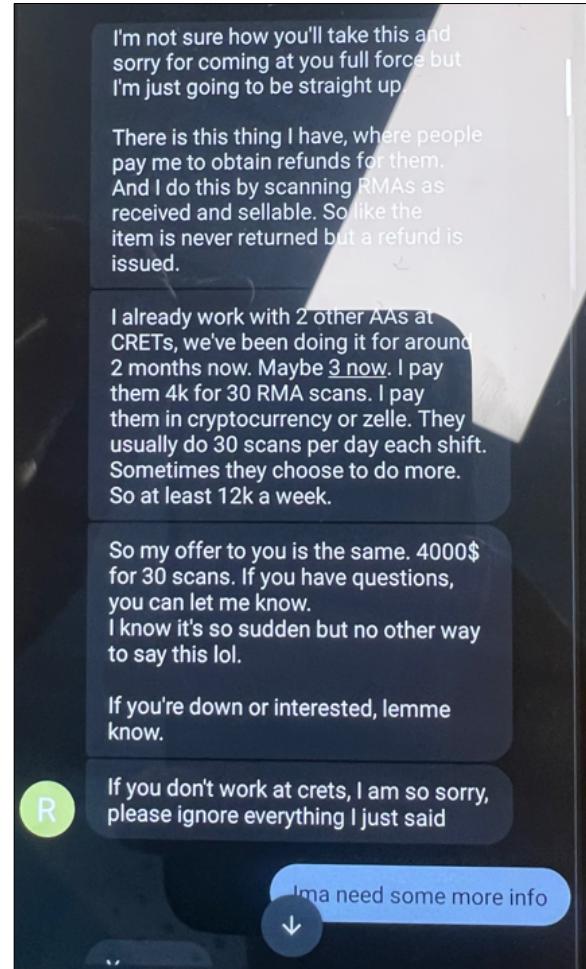
1       100. As set forth in the Parties section above, the Amazon Insider Defendants consist  
2 of the following four individuals: Noah Page, Luke Colvin, Skylar Robinson, and Alejandro  
3 Taveras. The Amazon Insider Defendants were formerly Amazon employees responsible for  
4 approving product returns. Each worked in Amazon's operations organization, which is  
5 responsible for handling product returns. Together, the four Amazon Insider Defendants  
6 provided over \$400,000 worth of fraudulent returns to REKK and its users.

7       101. The Amazon Insider Defendants—in exchange for payments—conspired and  
8 acted in concert with the REKK Operator Defendants to approve fraudulent product returns.  
9 Detailed allegations as to the conduct of each Amazon Insider Defendant are contained in  
10 Exhibit B and incorporated within the allegations of this Complaint.

11       102. As an example, Noah Page began his employment with Amazon as a fulfillment  
12 center associate in Chattanooga, Tennessee, in January 2023. REKK recruited Page to facilitate  
13 returns fraud, and Page agreed to approve customer returns for products that were not in fact  
14 returned. The following is screenshot of the initial exchange between REKK and Page.

15               [partial screenshot on the following page]

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In April 2023, Page fraudulently approved product returns for 56 orders, causing Amazon to refund over \$75,000 to REKK users. On information and belief, REKK paid Page more than \$5,000 for his participation in the fraudulent scheme.

#### **K. Amazon's Intellectual Property**

103. Amazon exclusively owns numerous U.S. trademark registrations and pending applications. These trademarks are a critical component of consumers' ability to readily identify Amazon products and services—including genuine product return and refund services.

104. The following trademarks and service marks (collectively “Amazon Trademarks”) were unlawfully used to further Defendants’ scheme:

<u>Mark</u>	<u>Registration No. (International Classes)</u>
AMAZON	2,657,226 (Int. Cl. 42) 2,738,837 (Int. Cl. 38) 2,738,838 (Int. Cl. 39) 2,832,943 (Int. Cl. 35) 2,857,590 (Int. Cl. 9) 3,868,195 (Int. Cl. 45) 4,171,964 (Int. Cl. 9) 4,533,716 (Int. Cl. 2) 4,656,529 (Int. Cl. 18) 4,907,371 (Int. Cls. 35, 41, 42) 5,102,687 (Int. Cl. 18) 5,281,455 (Int. Cl. 36)
AMAZON.COM	2,078,496 (Int. Cl. 42) 2,167,345 (Int. Cl. 35) 2,559,936 (Int. Cls. 35, 36, 42) 2,633,281 (Int. Cl. 38) 2,837,138 (Int. Cl. 35) 2,903,561 (Int. Cls. 18, 28) 3,411,872 (Int. Cl. 36) 4,608,470 (Int. Cl. 45)
	4,171,965 (Int. Cl. 9) 5,038,752 (Int. Cl. 25)
	4067393 (Int. Cl. 38) 3904646 (Int. Cl. 35) 3911425 (Int. Cl. 45) 5100558 (Int. Cl. 39) 4,969,037 (Int. Cl. 40) 5129530 (Int. Cl. 9) 6178565 (Int. Cls. 16, 36, 41, 42)

105. The Amazon Trademarks have been used exclusively and continuously by  
 Amazon and have never been abandoned. The above U.S. registrations for the Amazon  
 Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to  
 15 U.S.C. § 1065. The registrations for the Amazon Trademarks constitute *prima facie* evidence

1 of their validity and of Amazon's exclusive right to use the Amazon Trademarks pursuant to  
2 15 U.S.C. § 1057(b).

3 **V. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Civil Conspiracy**

6 **(Against All Defendants)**

7 106. Amazon incorporates by reference the factual allegations contained in Sections I–  
8 IV as though set forth herein.

9 107. The REKK Operator Defendants, REKK User Defendants, and Amazon Insider  
10 Defendants entered into an agreement to deprive and did deprive Amazon through the  
11 exploitation of Amazon's return services, with the intent to injure Amazon and its business.

12 108. The REKK User Defendants agreed to engage in the fraudulent refund scheme  
13 orchestrated by the REKK Operator Defendants and the Amazon Insider Defendants when they  
14 completed the "service form" hosted on REKK's Telegram channel.

15 109. On information and belief, the REKK User Defendants were aware of each  
16 others' involvement through shared participation in the same Telegram channels and through  
17 awareness from the vouches posted in the Telegram channels.

18 110. The REKK User Defendants helped to further the fraudulent refund scheme by  
19 sharing information regarding successful fraudulent refunds through vouches posted to the  
20 Telegram channels, which were available to other users. The REKK User Defendants also  
21 furthered the fraudulent refund scheme by agreeing to share a portion of the fraudulent refunds  
22 with the REKK Operator Defendants, thereby funding the fraudulent refund scheme.

23 111. On information and belief, Defendant Domantas Radeckas made some or all of  
24 the fraudulent returns and false representations identified in Exhibit A.

25 112. On information and belief, Defendant Domantas Radeckas assisted the other  
26 REKK Operator Defendants, REKK User Defendants, and Amazon Insider Defendants in  
27

1 making the fraudulent misrepresentations by creating the REKK Telegram channel, posting on  
 2 the REKK Telegram channel as @rekk, and recruiting the Amazon Insider Defendants.

3       113. The Amazon Insider Defendants agreed to engage in the fraudulent refund  
 4 scheme by: (1) engaging with the REKK Operator Defendants and agreeing to accept payment in  
 5 exchange for approving fraudulent returns; (2) approving fraudulent returns for the REKK User  
 6 Defendants; and (3) on information and belief, accepting payment from the REKK Operator  
 7 Defendants.

8       114. On information and belief, upon completing the “service form” and engaging with  
 9 the REKK Operator Defendants and the Amazon Insider Defendants regarding the logistics  
 10 behind the refunding scheme, the REKK User Defendants knew that the refund scheme was  
 11 fraudulent and not a legitimate method of obtaining Amazon replacement products and refunds.

12       115. On information and belief, upon engaging with the REKK Operator Defendants  
 13 regarding the logistics behind the refunding scheme and accepting payment from the REKK  
 14 Operator Defendants in exchange for approving fraudulent returns, the Amazon Insider  
 15 Defendants knew that it was a fraudulent scheme.

16       116. As a result of the REKK Operator Defendants, REKK User Defendants, and  
 17 Amazon Insider Defendants’ deception, Amazon approved fraudulent refunds, sent replacement  
 18 products, and spent numerous resources through its customer support channels that it would not  
 19 have otherwise. If Amazon had known of the fraudulent activity carried out by the fraudulent  
 20 scheme, Amazon would not have issued refunds, sent replacement products, or spent numerous  
 21 resources through its customer support channels. The REKK Operator Defendants, REKK User  
 22 Defendants, and Amazon Insider Defendants have therefore been unjustly enriched and Amazon  
 23 has suffered damage.

24

25

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27

**SECOND CAUSE OF ACTION****Fraudulent Misrepresentation****(Against All Defendants)**

117. Amazon incorporates by reference the factual allegations contained in Sections I–  
4 IV as though set forth herein.

118. Between at least May 21, 2022, and August 9, 2023, when working with the  
7 REKK User Defendants, REKK Operator Defendants made numerous false representations to  
8 Amazon, including but not limited to: (1) on information and belief, contacting Amazon  
9 fulfillment center employees posing as REKK User Defendants, Amazon HR personnel, or  
10 “Amazon Investigation”; (2) providing false statements to Amazon fulfillment center employees  
11 regarding product refunds or replacements, submitting false documentation claiming a product  
12 was never received, or falsely stating the user had not received the product ordered; (3) on  
13 information and belief, instructing REKK User Defendants to contact Amazon fulfillment center  
14 employees to provide false statements regarding product ordered; (4) on information and belief,  
15 manipulating shipping data to reflect false information regarding product delivery details; (5) on  
16 information and belief, sending phishing messages to Amazon employees to obtain Amazon  
17 credentials; and (6) instructing Amazon Insider Defendants to approve fraudulent returns. The  
18 dates, times, and manner of each of the REKK User Defendant’s fraudulent returns and false  
19 representations are identified in Section IV.I and Exhibit A. The dates, times, and manner of  
20 Amazon Insider Defendants’ fraudulent return approvals are identified in Exhibit B.

21 119. Between at least May 21, 2022, and June 17, 2023, the REKK User Defendants  
22 made numerous false representations to Amazon, including but not limited to: (1) on  
23 information and belief, providing false statements to Amazon Customer Service and Amazon  
24 fulfillment center employees regarding product refunds or replacements, such as claiming to not  
25 have received the product(s) ordered, claiming to have received empty boxes, or submitting  
26 falsified police reports claiming the product(s) were never received; and (2) on information and  
27 belief, manipulating shipping data by refusing delivery of products for false reasons. The dates,

1 times, and manner of each of the REKK User Defendant's fraudulent returns and false  
2 representations are identified in Exhibit A.

3 120. Between at least May 21, 2022, and June 17, 2023, Amazon Insider Defendants  
4 made numerous false representations to Amazon, including but not limited to approving  
5 fraudulent returns. The dates, times, and manner of Amazon Insider Defendants' fraudulent  
6 return approvals are identified in Section IV.J and Exhibit B.

7 121. On information and belief, Defendant Domantas Radeckas made some or all of  
8 the fraudulent returns and false representations identified in Exhibit A.

9 122. On information and belief, Defendant Domantas Radeckas assisted the other  
10 REKK Operator Defendants, REKK User Defendants, and Amazon Insider Defendants in  
11 making the fraudulent misrepresentations by creating the REKK Telegram channel, posting on  
12 the REKK Telegram channel, and recruiting the Amazon Insider Defendants.

13 123. REKK Operator Defendants and Amazon Insider Defendants' representations to  
14 Amazon, as outlined in Sections IV.I–J, were material.

15 124. Upon information and belief, REKK Operator Defendants and Amazon Insider  
16 Defendants' representations to Amazon, as outlined in Sections IV.I–J and Exhibits A–B, were  
17 knowingly false or made recklessly without knowledge of the truth of the statement.

18 125. Upon information and belief, REKK Operator Defendants and Amazon Insider  
19 Defendants' representations were made in an effort to mislead Amazon to believe that Amazon  
20 customers were requesting valid returns and product replacement requests. And upon  
21 information and belief, it was REKK Operator Defendants and Amazon Insider Defendants'  
22 intent that the misrepresentation should be acted upon by Amazon.

23 126. Amazon reasonably and justifiably relied on REKK Operator Defendants and  
24 Amazon Insider Defendants' representations by processing REKK User Defendants' fraudulent  
25 refund requests, return requests, and product replacement requests. Amazon did not know of the  
26 falsity of REKK Operator Defendants and Amazon Insider Defendants' representations. Had  
27 REKK Operator Defendants and Amazon Insider Defendants informed Amazon that each refund

1 request, return request, and product replacement request was fraudulent, Amazon would not have  
2 approved such requests.

3 127. As a material and direct result of REKK Operator Defendants and Amazon  
4 Insider Defendants' representations, Amazon approved fraudulent refund requests, return  
5 requests, and product replacement requests, causing Amazon to suffer damages.

6 **THIRD CAUSE OF ACTION**

7 **Negligent Misrepresentation**  
8 **(Against All Defendants)**

9 128. Amazon incorporates by reference the factual allegations contained in Sections I–  
10 IV as though set forth herein.

11 129. Between at least May 21, 2022, and August 9, 2023, when working with the  
12 REKK User Defendants, REKK Operator Defendants made numerous false representations to  
13 Amazon, including but not limited to: (1) on information and belief, contacting Amazon  
14 fulfillment center employees posing as REKK User Defendants, Amazon HR personnel, or  
15 “Amazon Investigation”; (2) providing false statements to Amazon fulfillment center employees  
16 regarding product refunds or replacements, submitting false documentation claiming a product  
17 was never received, or falsely stating the user had not received the product ordered; (3) on  
18 information and belief, instructing REKK User Defendants to contact Amazon fulfillment center  
19 employees to provide false statements regarding product ordered; (4) on information and belief,  
20 manipulating shipping data to reflect false information regarding product delivery details; (5) on  
21 information and belief, sending phishing messages to Amazon employees to obtain Amazon  
22 credentials; and (6) instructing Amazon Insider Defendants to approve fraudulent returns. The  
23 dates, times, and manner of each of the REKK User Defendant's fraudulent returns and false  
24 representations are identified in Section IV.I and Exhibit A. The dates, times, and manner of  
25 Amazon Insider Defendants' fraudulent return approvals are identified in Exhibit B.

26 130. Between at least May 21, 2022, and June 17, 2023, the REKK User Defendants  
27 made numerous false representations to Amazon, including but not limited to: (1) on

1 information and belief, providing false statements to Amazon Customer Service and Amazon  
 2 fulfillment center employees regarding product refunds or replacements, such as claiming to not  
 3 have received the product(s) ordered, claiming to have received empty boxes, or submitting  
 4 falsified police reports claiming the product(s) were never received; and (2) on information and  
 5 belief, manipulating shipping data by refusing delivery of products for false reasons. The dates,  
 6 times, and manner of each of the REKK User Defendants' fraudulent returns and false  
 7 statements are identified in Exhibit A.

8       131. Between at least May 21, 2022, and June 17, 2023, Amazon Insider Defendants  
 9 made numerous false representations to Amazon, including but not limited to approving  
 10 fraudulent returns. The dates, times, and manner of Amazon Insider Defendants' fraudulent  
 11 return approvals are identified in Section IV.J and Exhibit B.

12       132. On information and belief, Defendant Domantas Radeckas made some or all of  
 13 the fraudulent returns and false representations identified in Exhibit A.

14       133. On information and belief, Defendant Domantas Radeckas assisted the other  
 15 REKK Operator Defendants, REKK User Defendants, and Amazon Insider Defendants in  
 16 making the fraudulent misrepresentations by creating the REKK Telegram channel, posting on  
 17 the REKK Telegram channel, and recruiting the Amazon Insider Defendants.

18       134. REKK Operator Defendants' and Amazon Insider Defendants' representations to  
 19 Amazon, as outlined in Sections IV.I–J and Exhibits A–B, were material.

20       135. Upon information and belief, REKK Operator Defendants' and Amazon Insider  
 21 Defendants' representations to Amazon, as outlined in Sections IV.I–J and Exhibits A–B, were  
 22 knowingly false or made recklessly without knowledge of the truth of the statement.

23       136. Upon information and belief, REKK Operator Defendants' and Amazon Insider  
 24 Defendants' representations were made in an effort to mislead Amazon to believe that Amazon  
 25 customers were requesting valid returns and product replacement requests. And upon  
 26 information and belief, it was REKK Operator Defendants' and Amazon Insider Defendants'  
 27 intent that the misrepresentation should be acted upon by Amazon.

1           137. Amazon reasonably and justifiably relied on REKK Operator Defendants' and  
2 Amazon Insider Defendants' representations by processing REKK User Defendants' fraudulent  
3 refund requests, return requests, and product replacement requests. Amazon did not know of the  
4 falsity of REKK Operator Defendants' and Amazon Insider Defendants' representations. Had  
5 REKK Operator Defendants and Amazon Insider Defendants informed Amazon that each refund  
6 request, return request, and product replacement request was fraudulent, Amazon would not have  
7 approved such requests.

8        138. As a material and direct result of REKK Operator Defendants' and Amazon  
9 Insider Defendants' representations, Amazon approved fraudulent refund requests, return  
10 requests, and product replacement requests, causing Amazon to suffer damages.

#### **FOURTH CAUSE OF ACTION**

## Conversion

**(Against All Defendants)**

14        139. Amazon incorporates by reference the factual allegations contained in Sections I–  
15        IV as though set forth herein.

16        140. At all times applicable to this dispute, Amazon had a right to possess the refunds  
17        fraudulently obtained by Defendants reflected in the REKK User Defendants' transaction  
18        histories and vouches, identified in Section IV.I. This amount includes the percentage of the  
19        refunds the REKK Operator Defendants and the Amazon Insider Defendants obtained from the  
20        REKK User Defendants in exchange for their fraudulent services.

141. At all times applicable to this dispute, Amazon had a right to possess the  
replacement products fraudulently obtained by the REKK User Defendants, identified in Section  
IV.I.

24       142. All Defendants willfully obtained fraudulent refunds as reflected in the REKK  
25 User Defendants' transaction histories and vouches, identified in Section IV.I. This amount  
26 includes the refunds the REKK Operator Defendants and Amazon Insider Defendants obtained

1 from the REKK User Defendants in exchange for their fraudulent services. Amazon did not  
2 consent to issuing refunds under these fraudulent circumstances. As a result, all Defendants  
3 continue to wrongfully exercise control over the refund amounts issued by Amazon.

4 143. The REKK User Defendants willfully obtained fraudulent replacement products  
5 as reflected in the REKK User Defendants' transaction histories and vouches, identified in  
6 Section IV.I. Amazon did not consent to providing replacement products under these fraudulent  
7 circumstances. As a result, the REKK User Defendants wrongfully exercised control over the  
8 replacement products delivered by Amazon.

9        144. Without Amazon's authority, all Defendants have substantially interfered with  
10 Amazon's possession of product refunds and replacement products by knowingly or intentionally  
11 preventing Amazon from possession of the refund amounts and replacement products.

12        145. As a result of Defendant's actions, Amazon has been harmed by the full value of  
13 the product refunds and replacement products. Amazon is entitled to the full value of the  
14 product refunds. Amazon is also entitled to the highest market value of the replacement products  
15 between the time of conversion and the date of Amazon's Complaint for Damages and Injunctive  
16 Relief.

## **FIFTH CAUSE OF ACTION**

## Unjust Enrichment

**(Against All Defendants)**

146. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

22       147. REKK Operator Defendants unjustly received benefits in the form of payments  
23 from fraudulent refunds received by the REKK User Defendants in exchange for their deceptive  
24 services. REKK Operator Defendants obtained these benefits at Amazon's expense and through  
25 their wrongful conduct, which included their interference with Amazon's business relationships  
26 and other unfair business practices. REKK Operator Defendants continue to unjustly retain these

1 benefits at Amazon's expense. It would be unjust for REKK Operator Defendants to retain any  
 2 value they obtained as a result of their wrongful conduct.

3       148. The REKK User Defendants unjustly received benefits in the form of fraudulent  
 4 refunds and replacement products. The REKK User Defendants obtained these benefits at  
 5 Amazon's expense and through their wrongful conduct, which included their interference with  
 6 Amazon's business relationships and other unfair business practices. The REKK User  
 7 Defendants continue to unjustly retain these benefits at Amazon's expense. It would be unjust  
 8 for the REKK User Defendants to retain any value they obtained as a result of their wrongful  
 9 conduct.

10       149. On information and belief, Amazon Insider Defendants unjustly received benefits  
 11 in the form of payments from REKK Operator Defendants in exchange for their deceptive  
 12 services. On information and belief, Amazon Insider Defendants obtained these benefits at  
 13 Amazon's expense and through their wrongful conduct, which included their interference with  
 14 Amazon's business relationships and other unfair business practices. On information and belief,  
 15 Amazon Insider Defendants continue to unjustly retain these benefits at Amazon's expense. It  
 16 would be unjust for Amazon Insider Defendants to continue to retain any value they obtained as  
 17 a result of their wrongful conduct.

18       150. REKK Operator Defendants, REKK User Defendants, and Amazon Insider  
 19 Defendants have been unjustly enriched by their scheme.

20       151. The actions of the REKK Operator Defendants, REKK User Defendants, and  
 21 Amazon Insider Defendants damaged Amazon, including but not limited to the time and money  
 22 spent investigating and mitigating unlawful conduct.

23       152. As a result, Amazon is entitled to an accounting and restitution from REKK  
 24 Operator Defendants, REKK User Defendants, and Amazon Insider Defendants consisting of the  
 25 benefit conferred by the revenues derived from Defendants' wrongful conduct at Amazon's  
 26 expense and all profits derived from that wrongful conduct.

1       153. Amazon is entitled to the establishment of a constructive trust consisting of the  
2 benefit conferred upon REKK Operator Defendants, REKK User Defendants, and Amazon  
3 Insider Defendants by the revenues derived from their wrongful conduct at Amazon's expense  
4 and all profits derived from that wrongful conduct.

5 154. Amazon is further entitled to full restitution of all amounts by which REKK  
6 Operator Defendants, REKK User Defendants, and Amazon Insider Defendants have been  
7 unjustly enriched at Amazon's expense.

## **SIXTH CAUSE OF ACTION**

## **In the Alternative, Breach of Contract**

## (Against the REKK Operator Defendants and the REKK User Defendants)

11        155. Amazon incorporates by reference the factual allegations contained in Sections I–  
12 IV as though set forth herein.

13       156. The REKK User Defendants entered into Amazon's COU by way of creating their  
14 Amazon account or placing orders as described in Section IV.I and Exhibit A. The REKK User  
15 Defendants established a binding and enforceable contract with Amazon and have therefore  
16 accepted and at all relevant times were bound by Amazon's COU.

17       157. The REKK Operator Defendants, by accessing the REKK User Defendants'  
18 Amazon accounts as part of their fraudulent scheme, also established a binding and enforceable  
19 contract with Amazon and have therefore accepted and at all relevant times were bound by  
20 Amazon's COU.

158. Amazon fully performed all of its obligations under the COU with the REKK  
Operator Defendants and the REKK User Defendants or was excused from doing so.

23       159. The REKK Operator Defendants materially breached the COU by, among other  
24 actions: (1) accessing the REKK User Defendants' accounts; and (2) circumventing Amazon's  
25 policies and procedures concerning order refunds and replacements.

160. The REKK User Defendants materially breached the COU by, among other actions: (1) misusing Amazon Services; and (2) circumventing Amazon's policies and procedures concerning order refunds and replacements.

161. By allowing the REKK Operator Defendants to access their accounts, the REKK User Defendants are also responsible for all activities that occurred under their account or password per the terms of the COU, as described in Section IV.

162. The REKK Operator Defendants' and the REKK User Defendants' breaches have caused significant harm to Amazon, and Amazon is entitled to damages in an amount to be determined.

## **SEVENTH CAUSE OF ACTION**

## Trademark Infringement (15 U.S.C. § 1114)

## **(Against the REKK Operator Defendants)**

163. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

164. The REKK Operator Defendants' activities infringe the Amazon Trademarks.

165. Amazon advertises, markets, and distributes its products and services using the Amazon Trademarks and uses them to distinguish their products and services from the products and services of others in the same or related fields.

166. Because of Amazon's long, continuous, and exclusive use of the Amazon Trademarks, the Amazon Trademarks have come to mean—and are understood by customers, users, and the public to signify—products and services from Amazon.

167. The REKK Operator Defendants used the Amazon Trademarks in commerce in a manner that was intended or likely to cause, at least initially, confusion, mistake, or deception as to source, origin, or authenticity of the REKK's Telegram channel, REKK's Telegram posts, and REKK's purported services.

168. Further, the REKK Operator Defendants' activities are likely to lead Amazon's customers to incorrectly believe, at least initially, that REKK's Telegram channel, REKK's

1 Telegram posts, and REKK's purported services originate with or are authorized by Amazon,  
 2 thereby harming Amazon.

3       169. At a minimum, the REKK Operator Defendants acted with willful blindness to, or  
 4 in reckless disregard of, their lack of authority to use the Amazon Trademarks and the confusion  
 5 that the use of the Amazon Trademarks had on consumers as to the source, sponsorship,  
 6 affiliation, or approval by Amazon of the services purportedly provided by REKK Operator  
 7 Defendants.

8       170. The REKK Operator Defendants are subject to liability, jointly and severally, for  
 9 the wrongful conduct alleged herein, both directly and under various principles of secondary  
 10 liability, including without limitation respondeat superior, vicarious liability, and/or contributory  
 11 infringement.

12       171. The REKK Operator Defendants' wrongful conduct includes the use of the  
 13 Amazon Trademarks, as well as false and misleading statements about or related to Amazon in  
 14 connection with REKK's commercial advertising or promotion. Examples of the dates, times,  
 15 and manner of REKK Operator Defendants' false and misleading statements about or related to  
 16 Amazon are identified in Section IV.E, such as the use of Amazon's logos posted on Telegram  
 17 above an advertisement stating that the REKK Operator Defendants provide "AMAZON.COM  
 18 fast refunds."

19       172. The REKK Operator Defendants have used the Amazon Trademarks to cause  
 20 confusion, mistakes, or to deceive customers. On information and belief, the REKK Operator  
 21 Defendants' conduct initially misleads and confuses Amazon customers as to the authenticity of  
 22 the services advertised, marketed, or offered in connection with Amazon Trademarks, diverting  
 23 them from Amazon's genuine return process. For example, Amazon customers may initially  
 24 believe the REKK Operator Defendants offer legitimate Amazon refund services after reading  
 25 the statement that the REKK Operator Defendants provide "AMAZON.COM fast refunds."

1        173. The REKK Operator Defendants' acts constitute willful false statements in  
2 connection with goods and/or services distributed in interstate commerce, in violation of 15  
3 U.S.C. § 1125(a).

4        174. As a result of the REKK Operator Defendants' wrongful conduct, Amazon is  
5 entitled to recover its actual damages, the REKK Operator Defendants' profits attributable to the  
6 infringement, and treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a)–(b). The  
7 amount of money due from the REKK Operator Defendants to Amazon is unknown to Amazon  
8 and cannot be ascertained without a detailed accounting. Alternatively, Amazon is entitled to  
9 statutory damages under 15 U.S.C. § 1117(c).

10           175. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief  
11 below. Amazon has no adequate remedy at law for the REKK Operator Defendants' wrongful  
12 conduct because, among other things: (a) the Amazon Trademarks are unique and valuable  
13 property; (b) the REKK Operator Defendants' infringement constitute harm to Amazon's  
14 reputation and goodwill such that Amazon could not be made whole by any monetary award; and  
15 (c) if the REKK Operator Defendants' wrongful conduct is allowed to continue through the use  
16 of any Amazon Trademarks on DIVO's Telegram channel, the public is likely to become further  
17 confused, mistaken, or deceived as to the source, origin, or authenticity of the services being  
18 offered by DIVO's Telegram channel and posts.

## EIGHTH CAUSE OF ACTION

**False Designation of Origin, Sponsorship, Approval, or Association, and False Advertising**

(15 U.S.C. § 1125(a))

## **(Against the REKK Operator Defendants)**

176. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

1       177. Amazon advertises, markets, and distributes its products and services using the  
 2 Amazon Trademarks, and it uses these trademarks to distinguish its products and services from  
 3 the products and services of others in the same or related fields.

4       178. Because of Amazon's long, continuous, and exclusive use of the Amazon  
 5 Trademarks, they have come to mean and are understood by customers, end users, and the public  
 6 to signify products and services from Amazon.

7       179. Amazon has also designed distinctive and aesthetically pleasing displays, logos,  
 8 icons, and graphic images (collectively, "Amazon designs") for its websites.

9       180. The REKK Operator Defendants' wrongful conduct includes the use of the  
 10 Amazon Trademarks, Amazon's name, or imitation designs (specifically displays, logos, icons,  
 11 and/or graphic designs virtually indistinguishable from the Amazon designs), and false  
 12 statements regarding Amazon and its products or services in connection with the REKK  
 13 Operator Defendants' commercial advertising or promotion. Examples of the dates, times, and  
 14 manner of REKK Operator Defendants' false and misleading statements about or related to  
 15 Amazon are identified in Section IV.C, such as the use of Amazon's logos posted on Telegram  
 16 above an advertisement that the REKK Operator Defendants provide "AMAZON.COM fast  
 17 refunds."

18       181. The REKK Operator Defendants have used the Amazon Trademarks, Amazon's  
 19 name, and/or imitation designs in a manner that is intended or likely to cause confusion, to cause  
 20 a mistake, or to deceive customers. On information and belief, the REKK Operator Defendants'  
 21 wrongful conduct initially misleads and confuses Amazon customers as to the origin, approval  
 22 of, and authenticity of the goods and services advertised, marketed, offered, or distributed in  
 23 connection with Amazon's Trademarks, name, and imitation visual designs, and wrongfully  
 24 trades upon Amazon's goodwill and business reputation.

25       182. The REKK Operator Defendants' acts constitute willful false statements in  
 26 connection with goods and/or services distributed in interstate commerce, in violation of 15  
 27 U.S.C. § 1125(a).

1       183. The REKK Operator Defendants are subject to liability for the wrongful conduct  
2 alleged herein, both directly and under various principles of secondary liability, including  
3 without limitation respondeat superior, vicarious liability, and/or contributory infringement.

4       184. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief  
5 below. The REKK Operator Defendants' acts have caused irreparable injury to Amazon. An  
6 award of monetary damages cannot fully compensate Amazon for its injuries, and Amazon lacks  
7 an adequate remedy at law.

8        185. As a result of the REKK Operator Defendants' wrongful conduct, Amazon is  
9 entitled to recover its actual damages, the REKK Operator Defendants' profits, and treble  
10 damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due to  
11 Amazon is unknown and cannot be ascertained without a detailed accounting by the REKK  
12 Operator Defendants.

## VI. PRAYER FOR RELIEF

WHEREFORE, Amazon respectfully prays for the following relief:

- A. That the Court enter judgment in favor of Amazon on all claims;
- B. That the Court issue an order permanently enjoining all Defendants, their officers, representatives, employees, successors and assigns, and all others in active concert or  
operation with them from:

- (i) Making any statement of an affiliation or connection to Amazon in connection with any offer, survey, commercial email, marketing campaign, or website;
- (ii) Opening, acquiring, or using any Amazon account to order any product or service, and from claiming any refund or concession from Amazon;
- (iii) Using or interacting with any Telegram, Nulled, Reddit, Discord, or other private channel media platforms, accounts, servers, or channels affiliated with the fraudulent refund scheme;

- 1 (iv) Creating any new Telegram, Nulled, Reddit, Discord, or other private  
2 channel media platforms, accounts, servers, or channels affiliated with the  
3 fraudulent refund scheme; and
- 4 (v) Engaging in any and all of the activity alleged herein, any acts causing any  
5 of the injury complained of, and any acts assisting, aiding or abetting any  
6 other persons or business entities in engaging in or performing any of the  
7 activity complained of herein or from causing any of the injury  
8 complained of herein;

9 C. That the Court issue an order permanently enjoining the REKK Operator  
10 Defendants, their officers, agents, representatives, employees, successors and assigns, and all  
11 others in active concert or participation with them from:

- 12 (i) Using the Amazon Trademarks in connection with any offer, survey,  
13 commercial email, marketing campaign, or website;
- 14 (ii) Using any other indication of Amazon's brand in connection with any  
15 offer, survey, commercial email, marketing campaign, or website; and
- 16 (iii) Assisting, aiding, or abetting any other person or business entity in  
17 engaging in or performing any of the activities referred to in  
18 subparagraphs (i) through (ii) above;

19 D. That the Court enter an order requiring Defendants to provide Amazon a full and  
20 complete accounting of all gross and net amounts earned in connection with the scheme alleged  
21 in this Complaint;

22 E. That Defendants' profits from the unlawful scheme alleged in this Complaint be  
23 disgorged pursuant to 15 U.S.C. § 1117(a);

24 F. That the Court enter an order requiring Defendants to disgorge the full value of  
25 the product refunds pursuant to Washington law or otherwise allowed by law and declaring that  
26 Defendants hold in trust, as constructive trustees for the benefit of Amazon, their illegal profits  
27 gained from this fraudulent scheme;

G. That the highest market value of the replacement products between the time of conversion and the date of Amazon's Complaint for Damages and Injunctive Relief be disgorged pursuant to Washington law or otherwise allowed by law;

H. That Defendants, jointly and severally, be required to pay all general, special, actual, and statutory damages which Amazon has sustained or will sustain as a consequence of Defendants' unlawful acts, including for unjust enrichment, and that such damages be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(a)–(b) or otherwise allowed by law;

I. That Defendants be required to pay the costs of this action and Amazon's reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117 or otherwise allowed by law;

J. That Defendants be required to pay restitution to Amazon in an amount equal to their unjust enrichment; and

K. That the Court grant Amazon such other, further, and additional relief as the Court deems just and equitable.

DATED this 13th day of June, 2024.

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